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FEDERAL MARITIME COMMISSION

HLAG/HSDG Slot Charter Agreement  
FMC Agreement No. 012091-001  
First Revised Page No. 2

ARTICLE 5: AGREEMENT AUTHORITY

5.1(a) HLAG shall charter to HSDG, and HSDG shall purchase from HLAG, space for 360 ~~300~~ TEUs (@ 14 tons per TEU) on a round-voyage basis on each sailing of HLAG's MGX service on such terms and conditions (including slot charter hire) as the parties may agree from time to time. HSDG shall receive an allocation of reefer plugs on each vessel proportionate to its slot allocation on that vessel. Subject to space availability, HSDG may purchase additional one-way slots at 50% of the cost of a round-voyage slot.

(b) HSDG shall have the option to load inter-port cargo, provided such cargo moves within the applicable voyage leg allocation and conforms with any applicable cabotage laws. Acceptance of IMO out of gauge cargo and/or special equipment shall be at the discretion of HLAG and shall be requested by HSDG in writing. HSDG may not, without the consent of HLAG, slot charter or sub-charter to any third party any slots the use of which has been granted to HSDG under this Agreement.

5.2(a) HLAG may revise the port coverage, rotation or voyage profile of its MGX service from time to time. It will, however, provide HSDG with a master schedule for the service and not less than 45 days notice of any permanent change(s) to be made in port calls. HLAG will take into consideration any due concerns of HSDG before taking a decision on any port changes. If HSDG determines the decision reached materially affects its business, it may reduce its basic slot allocation, effective when the change in port calls takes effect.